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Attorneys for Defendant, Computer Sciences Corporation

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

<b>FRED NAZIF,</b>	)	<b>Case No.: _____</b>
	)	
<b>Plaintiff,</b>	)	<b>NOTICE OF REMOVAL OF STATE</b>
	)	<b>COURT ACTION</b>
<b>vs.</b>	)	
	)	<b>28 U.S.C. §§ 1332, 1441</b>
<b>COMPUTER SCIENCES</b>	)	
<b>CORPORATION,</b>	)	<b>Complaint filed: October 25, 2013</b>
<b>A Nevada Corporation, and Does 1-50</b>	)	
<b>Inclusive,</b>	)	
<b>Defendant</b>	)	

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Please take notice that Defendant, Computer Sciences Corporation (“CSC” or “Defendant”), hereby removes this action from the Superior Court for the State of California,

San Francisco County, to the United States District Court for the Northern District of California. This removal is based on the parties' complete diversity of citizenship and a jurisdictionally-sufficient amount in controversy, pursuant to 28 U.S.C. §§ 1332 and 1441.

Removal is proper for the following reasons:

1. On October 25, 2013, Plaintiff Fred Nazif ("Plaintiff") filed a Complaint for Damages in the Superior Court for the State of California, San Francisco County [Unlimited Jurisdiction], against CSC and fictitious parties described as "Does 1-50", which was assigned Case No. CGC-13-535066. The Complaint asserts the following causes of action: (1) wrongful termination in violation of public policy; and (2) retaliation in violation of Labor Code §§ 1102.5(c) and 98.6. A true and correct copy of Plaintiff's Complaint for Damages is attached hereto within the state court file appended as Exhibit A. Plaintiff's allegations are referenced herein without admitting the truth of any of them.

2. Defendant first received Plaintiff's Complaint for Damages through service, by process server to its designated agent, CT Corporation, on October 28, 2013. This Notice of Removal is being filed within 30 days after receipt, pursuant to 28 U.S.C. § 1446(b).

3. A copy of all process, pleadings, and orders served upon CSC are attached as Exhibit B, pursuant to 28 U.S.C. § 1446(a).

4. Federal jurisdiction is based upon complete diversity of citizenship and a sufficient amount in controversy, pursuant to 28 U.S.C. § 1332.

5. The parties are citizens of different states.

a. Plaintiff is a citizen of California. Plaintiff is a resident of California (Complaint ¶1), he was employed by Defendant in California (Complaint ¶9), he is a California Certified Public Accountant (Complaint ¶15), he claims to be protected as a

1 resident by California public policy (Complaint ¶10), he claims litigating outside of  
 2 California would require “prohibitive monetary expenses for travel” (Complaint ¶12),  
 3 and based on these facts has invoked the jurisdiction of California courts (Complaint  
 4 ¶12). Plaintiff intends to remain a resident of California. (See Declaration of Michael  
 5 Sweeney, attached as Exhibit C.)  
 6

7 b. CSC is a citizen of Nevada and Virginia, pursuant to 28 U.S.C. §  
 8 1332(c)(1), because it is incorporated in Nevada and maintains its headquarters and  
 9 principal place of business in Falls Church, Virginia. (See Declaration of Cheri  
 10 Cameron and CSC 10K Report, attached as Exhibit D.)<sup>1</sup>  
 11

12 c. Further, Defendant has operations spread across almost every state.  
 13 (See Cameron Decl.) The states with the most CSC employees are Virginia, Texas and  
 14 Maryland. (See Cameron Decl.) Less than 4% of CSC's income is attributable to  
 15 operations in California, and less than 7% of its employees are located in California.  
 16 (See Cameron Decl.) *Davis v. HSBC Bank Nevada, N.A.*, 557 F.3d 1026, 1029 (9th  
 17 Cir. 2009) (holding that a corporation “with operations spread across many states will  
 18 be a citizen of California only when a substantial predominance of its activities are  
 19 located in California; it will not be a citizen of California merely because its  
 20 operations in California cater to California's larger population.”).  
 21  
 22  
 23  
 24  
 25

26 <sup>1</sup> Defendant’s publicly filed 10K report notes its place of incorporation and principal place of business. See *In re*  
 27 *Silicon Graphics, Inc., Sec. Litig.*, 183 F.3d 970, 986 (9th Cir. 1999) (noting that SEC filings may be judicially  
 28 noticed); *McMichael v. United States Filter Corp.*, No. 99-182-VAP, 2001 U.S. Dist. LEXIS 3918, 27, Fed. Sec.  
 L. Rep. (CCH) P91,406 (C.D. Cal. Feb. 22, 2001) (explaining that a certificate of incorporation is a publicly filed  
 document, and as such, can be judicially noticed).

1           d.       The Defendants named fictitiously as “Does 1-50” are irrelevant for  
2 purposes of removal, pursuant to 28 U.S.C. § 1441(b)(1) (“the citizenship of  
3 defendants sued under fictitious names shall be disregarded”).  
4

5       6.       The amount in controversy, exclusive of interest and costs, exceeds \$75,000.

6           a.       Plaintiff alleges that his general, special, actual, compensatory and/or  
7 nominal damages are “well in excess of \$75,000.” (Complaint, Prayer for Relief ¶(b).)

8           b.       Plaintiff alleges that his annual salary with CSC was \$140,000 and that  
9 he was eligible for a bonus of up to 20% of his base salary. (Complaint ¶14.) Plaintiff  
10 alleges wrongful and/or retaliatory termination of employment and specifically alleges  
11 that his damages include loss of earnings and benefits. (Complaint ¶¶ 25, 31, Prayer  
12 for Relief ¶(c).) Plaintiff alleges that he was terminated on January 9, 2013.  
13 (Complaint ¶ 20.) Thus, as of the date of filing this Notice of Removal, Plaintiff has a  
14 potential claim for backpay damages of 46 weeks, which is equivalent to 46/52nds of  
15 his annual salary, or \$123,846. Thus, it is apparent from the Complaint, and  
16 considering the claims asserted and types of damages sought, that the amount in  
17 controversy meets the jurisdictional requirement. *Matheson v. Progressive Speciality*  
18 *Ins. Co.*, 319 F.3d 1089, 1090 (9<sup>th</sup> Cir. 2003).  
19  
20  
21

22       7.       Plaintiff’s action may be removed to this Court because it is the United States  
23 District Court for the district embracing the place where the lawsuit is pending, pursuant to 28  
24 U.S.C. § 1446(a).

25       8.       A copy of this Notice of Removal will be filed in the Superior Court of San  
26 Francisco County, California, and will be properly served upon Plaintiff.  
27  
28

1 WHEREFORE, Defendant gives notice that the action now pending in the Superior  
2 Court of San Francisco County, California, is hereby removed to the United States District  
3 Court for the Northern District of California.  
4

5  
6 Dated: November 27, 2013

7 Lafayette & Kumagai LLP

8  
9 By /s/ Rebecca K. Kimura  
10 Rebecca K. Kimura  
11 Attorney for Defendant  
12 COMPUTER SCIENCES  
13 CORPORATION  
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**PROOF OF SERVICE**

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is 100 Spear Street, Suite 600, San Francisco, California 94105.

On November 27, 2013, I caused the foregoing document(s) described as **NOTICE OF REMOVAL OF STATE COURT ACTION** to be served on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Christopher R. LeClerc  
LeClerc & LeClerc LLP  
235 Montgomery Street, Suite 1019,  
San Francisco, CA 94104

☒ (BY MAIL) I caused each and such envelope, with postage thereon fully prepaid, to be placed in the United States mail at San Francisco, California. I am readily familiar with the practice for the collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.

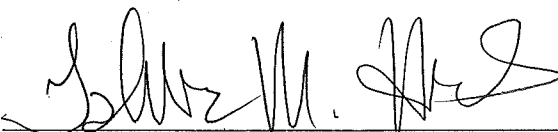
☐ (BY PERSONAL SERVICE) I caused to be personally served each document listed above on the addressee (s) noted below.

☐ (BY FACSIMILE) I caused to be sent via facsimile at the facsimile number listed below, a copy of each document to the addressee(s) noted below

☐ (BY OVERNIGHT MAIL) I caused to be delivered to an overnight courier service each such envelope to the addressee noted below.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

Executed on November 27, 2013 , at San Francisco, California.

  
Tahlise M. Hines

# **EXHIBIT A**

SUMMONS ISSUED

**FILED**  
Superior Court of California  
County of San Francisco

OCT 25 2013

CLERK OF THE COURT

BY: Chris R. A. Deputy Clerk

Christopher R. LeClerc, Esq. (SB# 233479)  
**LE CLERC & LE CLERC LLP**  
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Attorneys for Plaintiff  
**FRED NAZIF**

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 SAN FRANCISCO COUNTY  
 [UNLIMITED JURISDICTION ]

FRED NAZIF, an individual,

Plaintiff,

v.

COMPUTER SCIENCES  
 CORPORATION, a Nevada Corporation,  
 and DOES 1-50, inclusive,

Defendants.

Case No.

CGC = 13 - 535 066

**PLAINTIFF'S COMPLAINT FOR  
 DAMAGES FOR:**

- 1. WRONGFUL TERMINATION  
 IN VIOLATION OF PUBLIC  
 POLICY**
- 2. RETALIATION IN VIOLATION  
 OF LABOR CODE SECTION  
 1102.5 & 98.6**

**JURY TRIAL DEMAND****BY FAX**

## COMPLAINT FOR DAMAGES

Nazif v. Computer Sciences Corporation (San Francisco Co. Sup. Ct., Case No. \_\_\_\_\_)



1 Plaintiff alleges as follows:

2 **PARTIES**

3 **PLAINTIFF**

- 4 1. Plaintiff FRED NAZIF ("Plaintiff" or "NAZIF") is an adult male residing in San  
5 Francisco, California. At all relevant times, until his unlawful termination described  
6 *infra*, Plaintiff was employed by Defendant COMPUTER SCIENCES CORPORATION  
7 in San Francisco, California.

8 **DEFENDANTS**

- 9 2. Defendant COMPUTER SCIENCES CORPORATION ("CSC") is a corporation  
10 providing computer software and information technology services throughout the United  
11 States and the world, with its corporate headquarters located in Falls Church, Virginia. It  
12 is a publicly traded corporation on the NYSE with the ticker symbol CSC. CSC is  
13 subject to the jurisdiction of the U.S. Securities and Exchange Commission and makes  
14 public filings under applicable federal and state securities regulations.
- 15 3. The true names and capacities of defendants sued in the Complaint under the fictitious  
16 name of DOES 1 through 50, inclusive, are unknown to plaintiff who therefore sues  
17 defendants by such fictitious names. Plaintiff will amend this complaint to allege their  
18 true names and capacities when ascertained. Plaintiff is informed and believes, and  
19 thereon alleges, that each of said fictitiously named defendants is responsible in some  
20 manner for the occurrences herein alleged, and that Plaintiff's injuries as herein alleged  
21 were proximately caused by such unlawful conduct.
- 22 4. Hereinafter, CSC and DOES 1 through 50 are collectively referred to as "Defendants."
- 23 5. Whenever reference is made in this complaint to any act of any corporate or other  
24 business entity defendant, such allegations shall mean that such defendant did the acts  
25 alleged in the complaint through its officers, directors, employees, agents and/or  
26 representatives while they were acting within the actual or ostensible scope of their  
27 authority. Additionally, whenever reference is made to any act of any natural person  
28



1 employed by any corporate or other business entity Defendant, such allegations shall  
 2 mean that such person did the acts alleged in the complaint while acting within the scope  
 3 of their actual or ostensible authority.

- 4 6. Plaintiff is informed and believes and thereon alleges that at all relevant times, each  
 5 Defendant, and each of its agents, acted as an agent, representative, employer and/or  
 6 employee of each of the other defendants and acted within the course and scope of said  
 7 agency or representation or employment with respect to the causes of action in this  
 8 complaint.

9 **JURISDICTION & VENUE**

- 10 7. Plaintiff brings this action pursuant to and under the California Labor Code and related  
 11 regulations, and other common and statutory laws.
- 12 8. Venue is proper in this Court because the acts and/or omissions and events set forth in  
 13 this Complaint occurred in whole or in part in San Francisco County, California.
- 14 9. Plaintiff was employed by CSC in San Francisco County, California.
- 15 10. State policy favors jurisdiction and venue in San Francisco County, California, because  
 16 the State of California has a policy of protecting California residents and ensuring the  
 17 applicability of California laws.
- 18 11. Plaintiff is informed and believes, and thereon alleges, that witnesses and evidence  
 19 relevant to this case are located in San Francisco County, California.
- 20 12. Plaintiff is informed and believes, and thereon alleges, that the relative costs and burdens  
 21 to the parties herein favor the filing of this lawsuit in this Court. Defendant suffers no  
 22 burden or hardship by having to defend this case in this Court. However, Plaintiff would  
 23 suffer severe and undue burden and hardship if he was required to file in an alternative  
 24 forum, if any such forum exists. Such burden and hardship on Plaintiff includes, but is  
 25 not limited to, prohibitive monetary expenses for travel, obtaining counsel in a different  
 26 venue and/or jurisdiction, increased expenses to investigate and obtain evidence and  
 27 depose and interview witnesses.
- 28

The Clerk of the Court  
 Nazif v. Computer Sciences Corporation (San Francisco Co. Sup. Ct., Case No. \_\_\_\_\_)



13. The amount in controversy exceeds the minimum jurisdictional threshold of this Court.

**GENERAL FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14. Plaintiff was hired as a Technical Accounting Director for Defendant CSC in June 2012 after four-month interview process that included a background check, employment and education verifications). He was told that he would report to Ms. April Hand, and that he would be compensated \$140,000 per year in base salary, benefits, and that he would be eligible for a bonus of up to 20% of his base salary.

15. A seasoned financial professional, Mr. Nazif brought more that fifteen years of relevant experience to his job at CSC, during which time he held accountancy positions at various high-technology companies, including Hewlett Packard and Cisco. Prior to his departure from Iran, he held the position of Senior Adviser to the Secretary of Heavy Industry. He is a Certified Public Accountant, a Member of American Institute of Certified Public Accountants and a Member of The California Society of Certified Public Accountants.

16. Prior to starting with CSC, Plaintiff learned that CSC was the defendant in a massive securities class action alleging, *inter alia*, failure of internal controls and accounting fraud. That matter recently resolved for \$97.5 million. (*See, e.g.*, [www.cscsecuritieslitigation.com](http://www.cscsecuritieslitigation.com).) He was told that, as a result, CSC was working towards resolving issues related to its internal controls.

17. Shortly after he was hired and utilizing his many years of successful experience, Plaintiff became very concerned because it appeared as though CSC was not improving the controls on its accountancy and revenue recognition and reporting practices, but instead was utilizing improper accounting practices and revenue recognition practices to inflate the revenue it reported in its SEC filings.

18. The following are to serve as exemplars of the improper accounting observed by Plaintiff, and are no means intended to be an exhaustive list:

- a) In reviewing CSC's contract with a client, Plaintiff noted that the contract provided for an unspecified platform transfer right; that is, a right granted



1 by CSC to transfer software from one hardware platform or operating  
2 system to one or more other hardware platform or operating systems. Per  
3 standard software revenue recognition practices, where unspecified  
4 platform transfer rights exist, the software revenue must be recognized  
5 ratably over the estimated economic life of the products, beginning with  
6 delivery of the product. CSC did not recognize the revenue ratably, and,  
7 in fact, reported inflated revenue numbers. When Plaintiff raised concerns  
8 about this with his supervisors, including his direct supervisor, Ms. Hand,  
9 and the Comptroller, John Dube, and questioned whether such improper  
10 practices were systemic within CSC, he was taken off the specific account  
11 and froze out of the project.

- 12 b) In reviewing CSC's contract with a client, Plaintiff noted that CSC did not  
13 properly account for free services and warranties granted to the client.  
14 Plaintiff suggested that CSC launch an internal review of all of the  
15 contracts CSC had with its customers to see if this was a more widespread  
16 problem. In response to Plaintiff's concerns, Plaintiff's supervisors took  
17 him off of the account and froze him out of the project.
- 18 c) Vendor-specific objective evidence (VSOE) is a method of revenue  
19 recognition allowed by US GAAP that enables companies to recognize  
20 revenue on specific items on a multi-item sale based on evidence specific  
21 to a company that the product has been delivered, provided all other  
22 requirements of revenue recognition have been met. In order to take  
23 advantage of this early revenue recognition methodology in accordance  
24 with GAAP, the selling company must establish vendor-specific objective  
25 evidence of fair value for each separate product or service promised under  
26 the contract. Accordingly, it was essential for CSC's bottom line profit  
27 and loss numbers that VSOE be properly established because without it  
28



1 being established, it could not appropriately recognize software revenue  
2 up front. However, Mr. Nazif became aware that CSC did not properly  
3 prepare VSOE for various contracts for which it was recognizing revenue  
4 up front. Again, he brought this to the attention of his supervisor, Ms.  
5 Hand, in July 2012, to Chief Accounting Officer, Michael Sweeney, in  
6 November 2012, and again to Ms. Hand in late-December 2012. To Mr.  
7 Nazif's knowledge, the revenue recognition problem was never corrected,  
8 and he was terminated from his position just a few weeks after his  
9 complaints about these practices.

10 d) CSC routinely capitalized software costs rather than expensing those costs  
11 related to the business which offsets revenue. This again served to  
12 improperly inflate CSC's reported bottom line profit. Mr. Nazif became  
13 aware of CSC's practice of capitalizing software costs based on minor  
14 enhancements to the software. On several occasions, Mr. Nazif spoke to  
15 his supervisor, Ms. Hand about his concern that these minor enhancements  
16 did not qualify for capitalization. Ms. Hand informed Mr. Nazif that it  
17 was simply CSC's practice to capitalize software costs based on minor  
18 enhancements, and that most such capitalization costs would be "rubber  
19 stamped" by the accounting department. She strongly suggested that Mr.  
20 Nazif should follow suit.

21 e) Plaintiff became aware that CSC and its constituent business segments  
22 were failing to properly review all contracts for their particular clients in  
23 order to evaluate whether or not those contracts met the definition of  
24 related contracts, such that they should be treated as a single arrangement  
25 for revenue recognition purposes. Mr. Nazif initiated several  
26 conversations with his supervisor, Ms. Hand regarding this matter.  
27 However, she indicated that CSC did not have the contract-management  
28



1 tools necessary to capture the information needed to make the related  
 2 contract determinations. Mr. Nazif went so far as to send her an email on  
 3 or about August 14, 2012 detailing suggestions to improper contract  
 4 management. He received no substantive response to the suggestions. He  
 5 raised these concerns again with Mr. Sweeney in mid-November 2012;  
 6 however to his knowledge no action was ever taken.

7 19. In response to Plaintiff's complaints about failures of internal controls and revenue  
 8 recognition, rather than remedy the failures in GAAP, Defendant transferred Plaintiff off  
 9 of projects and limited his access to work on further projects.

10 20. In December 2012, Plaintiff was informed that he was terminated on January 9, 2013 as  
 11 the result of a structural reorganization. He received no explanation as to why the  
 12 purported structural reorganization had apparently not been foreseen at the time of his  
 13 hire just months earlier. Plaintiff was in fact terminated on that date. Another individual  
 14 was hired with the same job title as Plaintiff just prior to Plaintiff's termination and he  
 15 remained in that roll even after Plaintiff's termination. Additionally, shortly after his  
 16 termination, CSC advertised Plaintiff's position on the internet.

17 21. Plaintiff is informed, believes and thereon alleges that his termination was motivated in  
 18 part because of his insistence that CSC not violate GAAP in its public filings that it  
 19 certified were prepared in compliance with GAAP. Additionally, Plaintiff is informed  
 20 and believes and thereon alleges that Defendant terminated Plaintiff's employment in  
 21 violation of numerous public policies, including without limitation, the public policies  
 22 against fraud in the workplace, fraud on the market, and retaliation against those who  
 23 refuse to participate in fraud.

24 **FIRST CAUSE OF ACTION**

25 Wrongful Termination in Violation of Public Policy  
 26 [Against All Defendants]

27 22. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
 28 contained in this complaint as though fully set forth herein.



- 1 23. California has a fundamental, substantial, and well-established public policies against  
 2 retaliating against an employee for opposing and refusing to participate in corporate  
 3 fraud, internally raising concerns related to unlawful activities, and/or by refusing to  
 4 participate in activities that would result in a violation or noncompliance of state and/or  
 5 federal law, rule or regulation. (*See, e.g., Labor Code § 1102.5.*)
- 6 24. Plaintiff is informed and believes and thereon alleges that one or more of the motivating  
 7 reasons for Plaintiff's termination was because of his complaints of, opposition to, and  
 8 active participation against CSC's fraudulent conduct.
- 9 25. Defendants' termination of Plaintiff has caused him economic and noneconomic harm in  
 10 an amount to be proven at trial, but which is in excess of the minimum jurisdiction of this  
 11 court. Plaintiff's damages include, but are not limited to, loss of earnings and benefits,  
 12 humiliation, embarrassment, mental and emotional distress and discomfort.
- 13 26. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively  
 14 with the wrongful intention of injuring Plaintiff, and acted with an improper and evil  
 15 motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an  
 16 award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to  
 17 recover and herein prays for punitive damages.
- 18 WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth  
 19 below.

20 **SECOND CAUSE OF ACTION**

21 Retaliation in Violation of Labor Code §§ 1102.5(c) & 98.6  
 [Against All Defendants]

- 22 27. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
 23 contained in this complaint as though fully set forth herein.
- 24 28. Defendant's conduct, as alleged in this complaint, violates numerous federal and state  
 25 statutes.
- 26 29. Plaintiff engaged in activities in opposition to CSC's unlawful conduct, including without  
 27 limitation reporting, opposing, investigating, and trying to prevent CSC's fraud.  
 28



LeClere & LeClere LLP  
130 Montgomery Street, Suite 1010 • San Francisco, CA 94104

30. Plaintiff is informed and believes and thereon alleges that Defendants did willfully retaliate against Plaintiff for engaging in the acts alleged herein by terminating his employment.

31. Defendants' termination of Plaintiff has caused him economic and noneconomic harm in an amount to be proven at trial, but which are in excess of the minimum jurisdiction of this court. Plaintiff's damages include, but are not limited to, loss of earnings and benefits, humiliation, embarrassment, mental and emotional distress and discomfort.

32. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to recover and herein prays for punitive damages.

WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth below.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff makes the following demand:


- a) That process be issued and served as provided by law, requiring Defendants, and each of them, to appear and answer or face judgment;
- b) For general, special, actual, compensatory and/or nominal damages, as against Defendants, and each of them, in an amount to be determined at trial, in an amount believed to be well in excess of \$75,000;
- c) For front and back pay and other benefits Plaintiff would have been afforded but-for Defendants', and each of their, unlawful conduct;
- d) For punitive damages in an amount to be determined at trial sufficient to punish, penalize and/or deter Defendants, and each of them, from further engaging in the conduct described herein, and to deter others from engaging in the same or similar acts;
- e) For appropriate civil and statutory penalties;



- f) For costs and expenses of this litigation;
- g) For reasonable attorneys' fees where appropriate;
- h) For pre and post-judgment interest on all damages and other relief awarded herein from all entities against whom such relief may be properly awarded; and,
- i) For all such other relief as this Court deems just and appropriate.

Dated: October 25, 2013

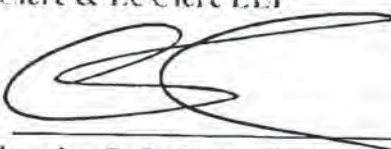
Le Clerc & Le Clerc LLP

By:   
 Christopher R. LeClerc, ESQ.  
 Attorney for Plaintiff  
 FRED NAZIF

**PLAINTIFF DEMANDS A TRIAL BY JURY**

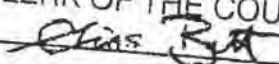
Dated: October 25, 2013

Le Clerc & Le Clerc LLP

By:   
 Christopher R. LeClerc, ESQ.  
 Attorney for Plaintiff  
 FRED NAZIF



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christopher R. LeClerc (SB#233479) LeClerc & LeClerc LLP 235 Montgomery Street, Suite 1019 San Francisco, CA 94104 TELEPHONE NO.: 415.445.0900 FAX NO.: 415.445.9977 ATTORNEY FOR (Name): Plaintiff Fred Nazif		<b>FOR COURT USE ONLY</b>  <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Superior Court of California County of San Francisco  OCT 25 2013  CLERK OF THE COURT BY:  Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse		CASE NAME: <b>NAZIF V. COMPUTER SCIENCES CORPORATION</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>CC-13-035066</b> JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☐ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): Two
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 25, 2013  
 Christopher R. LeClerc

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



SUM-100

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

COMPUTER SCIENCES CORPORATION, a Nevada Corporation, and  
DOES 1-50, inclusive,

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

FRED NAZIF, an individual,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco County Superior Court, 400 McAllister Street, San  
Francisco, CA 94102

CASE NUMBER  
(Número del Caso):

0 GC - 13 - 535 066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Christopher R. LeClerc, 235 Montgomery Street, Suite 1019, San Francisco, CA 94104; (415) 445-0900

**BY FAX**DATE:  
(Fecha)

OCT 25 2013

CLERK OF THE COURT

Clerk, by  
(Secretario)Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



### NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

## **EXHIBIT B**



**Service of Process  
Transmittal**

10/28/2013

CT Log Number 523778130

**TO:** Raquel Tamez  
Computer Sciences Corporation  
3170 Fairview Park Drive  
Falls Church, VA 22042-

**RE: Process Served in California**

**FOR:** Computer Sciences Corporation (Domestic State: NV)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Fred Nazif, etc., Pltf. vs. Computer Sciences Corporation, etc., et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint, Cover Sheet, Instructions, Notice, ADR Information Package, Case Management Statement(s), Attachment(s)

**COURT/AGENCY:** San Francisco County - Superior Court - San Francisco, CA  
Case # CGC13535066

**NATURE OF ACTION:** Employee Litigation - Wrongful Termination - January 9, 2013

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 10/28/2013 at 15:40

**JURISDICTION SERVED:** California

**APPEARANCE OR ANSWER DUE:** Earliest answer date: Within 30 days after service (Document(s) contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** Christopher R. LeClerc  
Le Clerc & Le Clerc LLP  
235 Montgomery Street  
Suite 1019  
San Francisco, CA 94104  
415-445-0900

**ACTION ITEMS:** CT has retained the current log, Retain Date: 10/29/2013, Expected Purge Date: 11/03/2013  
Image SOP  
Email Notification, William Deckelman wdeckelman@csc.com  
Email Notification, Raquel Tamez rtamez@csc.com  
Email Notification, Kathy Lofgren klofgren@csc.com

**SIGNED:** C T Corporation System  
**PER:** Nancy Flores  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615



SUM-100

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

COMPUTER SCIENCES CORPORATION, a Nevada Corporation, and  
DOES 1-50, inclusive,

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

FRED NAZIF, an individual,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

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The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco County Superior Court, 400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:  
(Número del caso):

CGC-13-535066

**BY FAX**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Christopher R. LeClerc, 235 Montgomery Street, Suite 1019, San Francisco, CA 94104; (415) 445-0900

DATE:  
(Fecha)

OCT 25 2013

CLERK OF THE COURT

Clerk, by  
(Secretario)

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

### NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Computer Sciences Corporation, a Nevada Corporation

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

1 Christopher R. LeClerc, Esq. (SB# 233479)  
 2 **LE CLERC & LE CLERC LLP**  
 235 Montgomery Street, Suite 1019  
 San Francisco, CA 94104  
 3 Telephone: (415) 445-0900  
 Fax: (415) 445-9977  
 4 Email: chris@leclercclaw.com

5 Attorneys for Plaintiff  
 6 **FRED NAZIF**

ENDORSED  
 FILED  
 San Francisco County Superior Court  
 OCT 25 2013  
 CLERK OF THE COURT  
 ELIAS BUTLER  
 Deputy Clerk  
 BY: \_\_\_\_\_

7  
 8  
 9 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
 10 **SAN FRANCISCO COUNTY**  
 11 **[UNLIMITED JURISDICTION]**

12  
 13 **FRED NAZIF, an individual,**

14 **Plaintiff,**

15 **v.**

16 **COMPUTER SCIENCES**  
 17 **CORPORATION, a Nevada Corporation,**  
 18 **and DOES 1-50, inclusive,**

19 **Defendants.**

Case No. **CGC - 13 - 535 066**

**PLAINTIFF'S COMPLAINT FOR  
 DAMAGES FOR:**

1. **WRONGFUL TERMINATION  
 IN VIOLATION OF PUBLIC  
 POLICY**
2. **RETALIATION IN VIOLATION  
 OF LABOR CODE SECTION  
 1102.5 & 98.6**

**JURY TRIAL DEMAND**

22  
 23 **BY FAX**

24  
 25  
 26  
 27  
 28 **COMPLAINT FOR DAMAGES**

**Nazif v. Computer Sciences Corporation (San Francisco Co. Sup. Ct., Case No. \_\_\_\_\_)**

Le Clerc & Le Clerc LLP  
 235 Montgomery Street, Suite 1019 • San Francisco, CA 94104

1 Plaintiff alleges as follows:

2 **PARTIES**

3 **PLAINTIFF**

- 4 1. Plaintiff FRED NAZIF ("Plaintiff" or "NAZIF") is an adult male residing in San  
5 Francisco, California. At all relevant times, until his unlawful termination described  
6 *infra*, Plaintiff was employed by Defendant COMPUTER SCIENCES CORPORATION  
7 in San Francisco, California.

8 **DEFENDANTS**

- 9 2. Defendant COMPUTER SCIENCES CORPORATION ("CSC") is a corporation  
10 providing computer software and information technology services throughout the United  
11 States and the world, with its corporate headquarters located in Falls Church, Virginia. It  
12 is a publicly traded corporation on the NYSE with the ticker symbol CSC. CSC is  
13 subject to the jurisdiction of the U.S. Securities and Exchange Commission and makes  
14 public filings under applicable federal and state securities regulations.
- 15 3. The true names and capacities of defendants sued in the Complaint under the fictitious  
16 name of DOES 1 through 50, inclusive, are unknown to plaintiff who therefore sues  
17 defendants by such fictitious names. Plaintiff will amend this complaint to allege their  
18 true names and capacities when ascertained. Plaintiff is informed and believes, and  
19 thereon alleges, that each of said fictitiously named defendants is responsible in some  
20 manner for the occurrences herein alleged, and that Plaintiff's injuries as herein alleged  
21 were proximately caused by such unlawful conduct.
- 22 4. Hereinafter, CSC and DOES 1 through 50 are collectively referred to as "Defendants."
- 23 5. Whenever reference is made in this complaint to any act of any corporate or other  
24 business entity defendant, such allegations shall mean that such defendant did the acts  
25 alleged in the complaint through its officers, directors, employees, agents and/or  
26 representatives while they were acting within the actual or ostensible scope of their  
27 authority. Additionally, whenever reference is made to any act of any natural person  
28



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employed by any corporate or other business entity Defendant, such allegations shall mean that such person did the acts alleged in the complaint while acting within the scope of their actual or ostensible authority.

6. Plaintiff is informed and believes and thereon alleges that at all relevant times, each Defendant, and each of its agents, acted as an agent, representative, employer and/or employee of each of the other defendants and acted within the course and scope of said agency or representation or employment with respect to the causes of action in this complaint.

#### JURISDICTION & VENUE

7. Plaintiff brings this action pursuant to and under the California Labor Code and related regulations, and other common and statutory laws.
8. Venue is proper in this Court because the acts and/or omissions and events set forth in this Complaint occurred in whole or in part in San Francisco County, California.
9. Plaintiff was employed by CSC in San Francisco County, California.
10. State policy favors jurisdiction and venue in San Francisco County, California, because the State of California has a policy of protecting California residents and ensuring the applicability of California laws.
11. Plaintiff is informed and believes, and thereon alleges, that witnesses and evidence relevant to this case are located in San Francisco County, California.
12. Plaintiff is informed and believes, and thereon alleges, that the relative costs and burdens to the parties herein favor the filing of this lawsuit in this Court. Defendant suffers no burden or hardship by having to defend this case in this Court. However, Plaintiff would suffer severe and undue burden and hardship if he was required to file in an alternative forum, if any such forum exists. Such burden and hardship on Plaintiff includes, but is not limited to, prohibitive monetary expenses for travel, obtaining counsel in a different venue and/or jurisdiction, increased expenses to investigate and obtain evidence and depose and interview witnesses.

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13. The amount in controversy exceeds the minimum jurisdictional threshold of this Court.

**GENERAL FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14. Plaintiff was hired as a Technical Accounting Director for Defendant CSC in June 2012 after four-month interview process that included a background check, employment and education verifications). He was told that he would report to Ms. April Hand, and that he would be compensated \$140,000 per year in base salary, benefits, and that he would be eligible for a bonus of up to 20% of his base salary.

15. A seasoned financial professional, Mr. Nazif brought more that fifteen years of relevant experience to his job at CSC, during which time he held accountancy positions at various high-technology companies, including Hewlett Packard and Cisco. Prior to his departure from Iran, he held the position of Senior Adviser to the Secretary of Heavy Industry. He is a Certified Public Accountant, a Member of American Institute of Certified Public Accountants and a Member of The California Society of Certified Public Accountants.

16. Prior to starting with CSC, Plaintiff learned that CSC was the defendant in a massive securities class action alleging, *inter alia*, failure of internal controls and accounting fraud. That matter recently resolved for \$97.5 million. (*See, e.g.*, [www.cscsecuritieslitigation.com](http://www.cscsecuritieslitigation.com).) He was told that, as a result, CSC was working towards resolving issues related to its internal controls.

17. Shortly after he was hired and utilizing his many years of successful experience, Plaintiff became very concerned because it appeared as though CSC was not improving the controls on its accountancy and revenue recognition and reporting practices, but instead was utilizing improper accounting practices and revenue recognition practices to inflate the revenue it reported in its SEC filings.

18. The following are to serve as exemplars of the improper accounting observed by Plaintiff, and are no means intended to be an exhaustive list:

- a) In reviewing CSC's contract with a client, Plaintiff noted that the contract provided for an unspecified platform transfer right; that is, a right granted

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1 being established, it could not appropriately recognize software revenue  
 2 up front. However, Mr. Nazif became aware that CSC did not properly  
 3 prepare VSOE for various contracts for which it was recognizing revenue  
 4 up front. Again, he brought this to the attention of his supervisor, Ms.  
 5 Hand, in July 2012, to Chief Accounting Officer, Michael Sweeney, in  
 6 November 2012, and again to Ms. Hand in late-December 2012. To Mr.  
 7 Nazif's knowledge, the revenue recognition problem was never corrected,  
 8 and he was terminated from his position just a few weeks after his  
 9 complaints about these practices.

10 d) CSC routinely capitalized software costs rather than expensing those costs  
 11 related to the business which offsets revenue. This again served to  
 12 improperly inflate CSC's reported bottom line profit. Mr. Nazif became  
 13 aware of CSC's practice of capitalizing software costs based on minor  
 14 enhancements to the software. On several occasions, Mr. Nazif spoke to  
 15 his supervisor, Ms. Hand about his concern that these minor enhancements  
 16 did not qualify for capitalization. Ms. Hand informed Mr. Nazif that it  
 17 was simply CSC's practice to capitalize software costs based on minor  
 18 enhancements, and that most such capitalization costs would be "rubber  
 19 stamped" by the accounting department. She strongly suggested that Mr.  
 20 Nazif should follow suit.

21 e) Plaintiff became aware that CSC and its constituent business segments  
 22 were failing to properly review all contracts for their particular clients in  
 23 order to evaluate whether or not those contracts met the definition of  
 24 related contracts, such that they should be treated as a single arrangement  
 25 for revenue recognition purposes. Mr. Nazif initiated several  
 26 conversations with his supervisor, Ms. Hand regarding this matter.  
 27 However, she indicated that CSC did not have the contract-management  
 28

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tools necessary to capture the information needed to make the related contract determinations. Mr. Nazif went so far as to send her an email on or about August 14, 2012 detailing suggestions to improper contract management. He received no substantive response to the suggestions. He raised these concerns again with Mr. Sweeney in mid-November 2012; however to his knowledge no action was ever taken.

19. In response to Plaintiff's complaints about failures of internal controls and revenue recognition, rather than remedy the failures in GAAP, Defendant transferred Plaintiff off of projects and limited his access to work on further projects.

20. In December 2012, Plaintiff was informed that he was terminated on January 9, 2013 as the result of a structural reorganization. He received no explanation as to why the purported structural reorganization had apparently not been foreseen at the time of his hire just months earlier. Plaintiff was in fact terminated on that date. Another individual was hired with the same job title as Plaintiff just prior to Plaintiff's termination and he remained in that roll even after Plaintiff's termination. Additionally, shortly after his termination, CSC advertised Plaintiff's position on the internet.

21. Plaintiff is informed, believes and thereon alleges that his termination was motivated in part because of his insistence that CSC not violate GAAP in its public filings that it certified were prepared in compliance with GAAP. Additionally, Plaintiff is informed and believes and thereon alleges that Defendant terminated Plaintiff's employment in violation of numerous public policies, including without limitation, the public policies against fraud in the workplace, fraud on the market, and retaliation against those who refuse to participate in fraud.

**FIRST CAUSE OF ACTION**

Wrongful Termination in Violation of Public Policy  
[Against All Defendants]

22. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in this complaint as though fully set forth herein.

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23. California has a fundamental, substantial, and well-established public policies against retaliating against an employee for opposing and refusing to participate in corporate fraud, internally raising concerns related to unlawful activities, and/or by refusing to participate in activities that would result in a violation or noncompliance of state and/or federal law, rule or regulation. (*See, e.g., Labor Code § 1102.5.*)

24. Plaintiff is informed and believes and thereon alleges that one or more of the motivating reasons for Plaintiff's termination was because of his complaints of, opposition to, and active participation against CSC's fraudulent conduct.

25. Defendants' termination of Plaintiff has caused him economic and noneconomic harm in an amount to be proven at trial, but which is in excess of the minimum jurisdiction of this court. Plaintiff's damages include, but are not limited to, loss of earnings and benefits, humiliation, embarrassment, mental and emotional distress and discomfort.

26. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to recover and herein prays for punitive damages.

WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth below.

#### **SECOND CAUSE OF ACTION**

Retaliation in Violation of Labor Code §§ 1102.5(c) & 98.6  
[Against All Defendants]

27. Plaintiff re-alleges and incorporates herein by reference each and every allegation contained in this complaint as though fully set forth herein.

28. Defendant's conduct, as alleged in this complaint, violates numerous federal and state statutes.

29. Plaintiff engaged in activities in opposition to CSC's unlawful conduct, including without limitation reporting, opposing, investigating, and trying to prevent CSC's fraud.



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30. Plaintiff is informed and believes and thereon alleges that Defendants did willfully retaliate against Plaintiff for engaging in the acts alleged herein by terminating his employment.

31. Defendants' termination of Plaintiff has caused him economic and noneconomic harm in an amount to be proven at trial, but which are in excess of the minimum jurisdiction of this court. Plaintiff's damages include, but are not limited to, loss of earnings and benefits, humiliation, embarrassment, mental and emotional distress and discomfort.

32. Defendants committed the acts herein alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to recover and herein prays for punitive damages.

WHEREFORE, Plaintiff prays for judgment, including punitive damages, as more fully set forth below.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff makes the following demand:

- a) That process be issued and served as provided by law, requiring Defendants, and each of them, to appear and answer or face judgment;
- b) For general, special, actual, compensatory and/or nominal damages, as against Defendants, and each of them, in an amount to be determined at trial, in an amount believed to be well in excess of \$75,000;
- c) For front and back pay and other benefits Plaintiff would have been afforded but-for Defendants', and each of their, unlawful conduct;
- d) For punitive damages in an amount to be determined at trial sufficient to punish, penalize and/or deter Defendants, and each of them, from further engaging in the conduct described herein, and to deter others from engaging in the same or similar acts;
- e) For appropriate civil and statutory penalties;

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- 1 f) For costs and expenses of this litigation;  
2 g) For reasonable attorneys' fees where appropriate;  
3 h) For pre and post-judgment interest on all damages and other relief awarded herein from  
4 all entities against whom such relief may be properly awarded; and,  
5 i) For all such other relief as this Court deems just and appropriate.

6 Dated: October 25, 2013

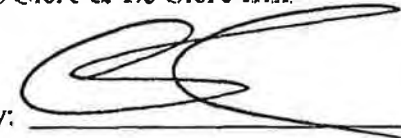
Le Clerc & Le Clerc LLP

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8  
9 By:   
10 Christopher R. LeClerc, ESQ.  
11 Attorney for Plaintiff  
12 FRED NAZIF

11 **PLAINTIFF DEMANDS A TRIAL BY JURY**

12 Dated: October 25, 2013

Le Clerc & Le Clerc LLP

13  
14  
15 By:   
16 Christopher R. LeClerc, ESQ.  
17 Attorney for Plaintiff  
18 FRED NAZIF  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Christopher R. LeClerc (SB#233479)</b> <b>LeClerc &amp; LeClerc LLP</b> 235 Montgomery Street, Suite 1019 San Francisco, CA 94104 TELEPHONE NO.: 415.445.0900 FAX NO.: 415.445.9977 ATTORNEY FOR (Name): <b>Plaintiff Fred Nazif</b>		CM-010 FOR COURT USE ONLY <b>ENDORSED FILED</b> San Francisco County Superior Court <b>OCT 25 2013</b> CLERK OF THE COURT ELIAS BUTLER Deputy Clerk BY: _____
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b>		
CASE NAME: <b>NAZIF V. COMPUTER SCIENCES CORPORATION</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: <b>CGC-13-535066</b> JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) <b>Non-PI/PD/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/W/D tort (35) <b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☐ nonmonetary, declaratory or injunctive relief     c. ☒ punitive
4. Number of causes of action (specify): **Two**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **October 25, 2013**  
 Christopher R. LeClerc

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller  
Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

CASE NUMBER: CGC-13-535066 FRED NAZIF VS. COMPUTER SCIENCES CORPORATION

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: MAR-26-2014**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.  
(SEE LOCAL RULE 4)**

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to Judge pro tem.



## Superior Court of California, County of San Francisco

### Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 3.221(c))

#### WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

#### WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

#### HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or [www.sfbar.org/adr](http://www.sfbar.org/adr) for more information.

**For more information about ADR programs or dispute resolution alternatives, contact:**

Superior Court Alternative Dispute Resolution  
400 McAllister Street, Room 103, San Francisco, CA 94102  
415-551-3876

**Or, visit the court ADR website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)**



The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

## **1) EARLY SETTLEMENT CONFERENCES**

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

**(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP):** This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

**Operation:** The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at **no cost** up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

**Cost:** BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit [www.sfbbar.org/esp](http://www.sfbbar.org/esp).

**(B) COURT SETTLEMENT CONFERENCE:** Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

## **2) MEDIATION**

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

**(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO,** in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)	FOR COURT USE ONLY
TELEPHONE NO.:	
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:	
DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER:  DEPARTMENT 610

1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- ☐ Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$250 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. [www.sfbar.org/esp](http://www.sfbar.org/esp)
- ☐ Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$250 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. [www.sfbar.org/mediation](http://www.sfbar.org/mediation)
- ☐ Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- ☐ Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org)
- ☐ Other ADR process (describe) \_\_\_\_\_

2) The parties agree that the ADR Process shall be completed by (date): \_\_\_\_\_

3) Plaintiff(s) and Defendant(s) further agree as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Party Stipulating

\_\_\_\_\_  
Name of Party Stipulating

\_\_\_\_\_  
Name of Party or Attorney Executing Stipulation

\_\_\_\_\_  
Name of Party or Attorney Executing Stipulation

\_\_\_\_\_  
Signature of Party or Attorney

\_\_\_\_\_  
Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

☐ Additional signature(s) attached

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> ):		FOR COURT USE ONLY	
TELEPHONE NO.: FAX NO. ( <i>Optional</i> ): E-MAIL ADDRESS ( <i>Optional</i> ): ATTORNEY FOR ( <i>Name</i> ):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF  STREET ADDRESS:  MAILING ADDRESS:  CITY AND ZIP CODE:  BRANCH NAME:			
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:			
<b>CASE MANAGEMENT STATEMENT</b>  (Check one): <input type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeds \$25,000)      (Amount demanded is \$25,000 or less)		CASE NUMBER:	
A CASE MANAGEMENT CONFERENCE is scheduled as follows:  Date:                                  Time:                                  Dept.:                                  Div.:                                  Room:  Address of court ( <i>if different from the address above</i> ):  <input type="checkbox"/> Notice of Intent to Appear by Telephone, by ( <i>name</i> ):			

**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
  - a. ☐ This statement is submitted by party (name):
  - b. ☐ This statement is submitted jointly by parties (names):
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
  - a. The complaint was filed on (date):
  - b. ☐ The cross-complaint, if any, was filed on (date):
3. **Service (to be answered by plaintiffs and cross-complainants only)**
  - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b. ☐ The following parties named in the complaint or cross-complaint
    - (1) ☐ have not been served (specify names and explain why not):
    - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
    - (3) ☐ have had a default entered against them (specify names):
  - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
  - a. Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

☐ (If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☐ a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. **Trial date**

a. ☐ The trial has been set for (date):

b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. **Estimated length of trial**

The party or parties estimate that the trial will take (check one):

a. ☐ days (specify number):

b. ☐ hours (short causes) (specify):

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference (specify code section):

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

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PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):



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PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**11. Insurance**

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

**14. Bifurcation**

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

**16. Discovery**

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|--------------------|-------------|
|--------------|--------------------|-------------|

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

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PLAINTIFF/PETITIONER: _____	CASE NUMBER: _____
DEFENDANT/RESPONDENT: _____	

**17. Economic litigation**

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

**18. Other Issues**

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

**19. Meet and confer**

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

▶ \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

**EXPERIENCED MEDIATORS  
ARE AVAILABLE IN THE  
FOLLOWING AREAS**



THE BAR ASSOCIATION OF  
SAN FRANCISCO

## TESTIMONIALS

**Business**  
**Civil Rights**  
**Commercial**  
**Construction**  
**Contracts**  
**Disability**  
**Discrimination**  
**Education**  
**Employment/Workplace**  
**Environmental**  
**Family**  
**Family-Certified Specialists**  
**Fee Disputes**  
**Financial**  
**Government**  
**Insurance**  
**Intellectual Property**  
**Intra-Organizational**  
**Labor**  
**Landlord/Tenant**  
**Land Use**  
**LGBT Issues**  
**Malpractice: Legal-Medical-Professional**  
**Partnership Dissolutions**  
**Personal Injury**  
**Probate/Trust**  
**Products Liability**  
**Real Estate**  
**Securities**  
**Taxation**  
**Uninsured Motorist**  
**Women's Issues**  
**And more...**

"This was the third attempt to mediate this case, and the BASF mediator was far and away the best mediator. I dare say that we would not have settled today but for his efforts."

*George Yuhas, Esq.  
O'rick, Herrington & Suicliffe LLP*

"We had an excellent experience and, after 8 1/2 hours of mediation, [the BASF mediator] settled a very difficult case involving claims against four clients of ours by a wealthy investor who claimed inadequate disclosure was made."

*Robert Charles Friese, Esq.  
Shartis Friese LLP*

"When the other side made their offer, I thought there was no way we would reach an agreement – we were too far apart, but the mediator brought us together. He saved me a lot of time and aggravation by facilitating a settlement. Thanks!"

*Leslie Caplan  
Global Warming Campaign Manager  
Bluewater Network*

"BASF staff was very helpful – stayed on the task and kept after a hard to reach party. The mediator was great!"

*Mark Abelson, Esq.  
Campagnoli, Abelson & Campagnoli*

"The [BASF] mediator was excellent! He was effective with some strong, forceful personalities."

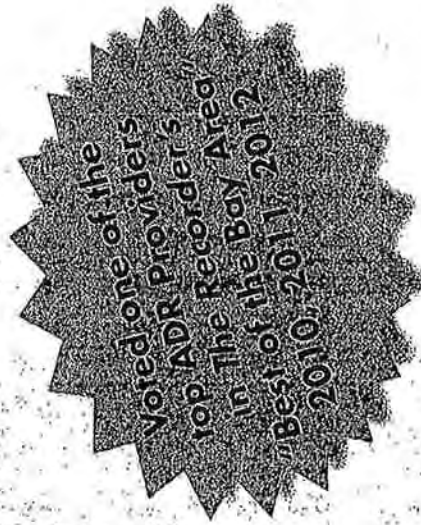
*Denise A. Leadbetter, Esq.  
Zacks, Utrecht & Leadbetter*

**PROCEDURES, PODCASTS,  
FORMS, MEDIATOR BIOGRAPHIES  
AND PHOTOGRAPHS:**

**[www.sfbar.org/mediation](http://www.sfbar.org/mediation)**

**[adr@sfbar.org](mailto:adr@sfbar.org) or 415-982-1600**

# MEDIATION SERVICES





# **EXHIBIT C**

Susan Kumagai  
 Cal. Bar No. 127667  
[skumagai@lkclaw.com](mailto:skumagai@lkclaw.com)  
 Rebecca K. Kimura  
 Cal. Bar No. 220420  
[rkimura@lkclaw.com](mailto:rkimura@lkclaw.com)  
 LAFAYETTE & KUMAGAI LLP  
 100 Spear Street, Suite 600  
 San Francisco, California 94105  
 415-357-4600 Phone  
 415- 357-4605 Fax

Stephen L. Scott (pro hac vice application to be filed)  
 Ala. Bar No. ASB-7280-O62S  
[sls@kullmanlaw.com](mailto:sls@kullmanlaw.com)  
 F. Daniel Wood, Jr. (pro hac vice application to be filed)  
 Ala. Bar No. ASB-6822-D65F  
[fdw@kullmanlaw.com](mailto:fdw@kullmanlaw.com)  
 THE KULLMAN FIRM  
 600 University Park Place, Suite 340  
 Birmingham, Alabama 35209  
 205-871-5858 Phone  
 205-871-5874 Fax

Attorneys for Defendant, Computer Sciences Corporation

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

**FRED NAZIF,**

**Plaintiff,**

**vs.**

**COMPUTER SCIENCES  
 CORPORATION,**

**A Nevada Corporation, and Does 1-50  
 Inclusive,**

**Defendant**

**Case No.:** \_\_\_\_\_

**DECLARATION OF MICHAEL  
 SWEENEY IN SUPPORT OF NOTICE  
 OF REMOVAL OF STATE COURT  
 ACTION**

**28 U.S.C. §§ 1332, 1441**

**Complaint filed: October 25, 2013**

Pursuant to the provisions of 28 U.S.C. § 1746, I, Michael Sweeney, make the following declarations.

2. In about November 2012, Nazif began reporting directly to me, and it came to my attention that Nazif was still living in California. I discussed this with Nazif and he stated to the effect that his plans to relocate had changed and that his fiancée or wife could not move because of her enrollment in classes in California.

I declare under penalty of perjury and the laws of the United States of America that the foregoing is true and correct.

Executed this 25<sup>th</sup> day of November, 2013, in Falls Church, Virginia.

  
Michael Sweeney



# **EXHIBIT D**

Susan Kumagai  
 Cal. Bar No. 127667  
[skumagai@lkclaw.com](mailto:skumagai@lkclaw.com)  
 Rebecca K. Kimura  
 Cal. Bar No. 220420  
[rkimura@lkclaw.com](mailto:rkimura@lkclaw.com)  
 LAFAYETTE & KUMAGAI LLP  
 100 Spear Street, Suite 600  
 San Francisco, California 94105  
 415-357-4600 Phone  
 415- 357-4605 Fax

Stephen L. Scott (*pro hac vice application to be filed*)  
 AL Bar No. ASB-7280-O62S  
[sls@kullmanlaw.com](mailto:sls@kullmanlaw.com)  
 F. Daniel Wood, Jr. (*pro hac vice application to be filed*)  
 AL Bar No. ASB-6822-D65F  
[fdw@kullmanlaw.com](mailto:fdw@kullmanlaw.com)  
 THE KULLMAN FIRM  
 600 University Park Place, Suite 340  
 Birmingham, Alabama 35209  
 205-871-5858 Phone  
 205-871-5874 Fax

Attorneys for Defendant, Computer Sciences Corporation

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

**FRED NAZIF,**

**Plaintiff,**

**vs.**

**COMPUTER SCIENCES  
 CORPORATION,**

**A Nevada Corporation, and Does 1-50  
 Inclusive,**

**Defendant**

**Case No.:** \_\_\_\_\_

**DECLARATION OF CHERALYN  
 CAMERON IN SUPPORT OF NOTICE  
 OF REMOVAL OF STATE COURT  
 ACTION**

**28 U.S.C. §§ 1332, 1441**


**Complaint filed: October 25, 2013**

Pursuant to the provisions of 28 U.S.C. § 1746, I, Cheralyn S. Cameron, make the following declarations.

3. CSC is now and was as of October 25, 2013 incorporated under the laws of the State of Nevada. A true and correct copy of an excerpt from CSC's publically filed 10K report is attached hereto as Exhibit 1.

5. CSC has operations spread across almost every state. Less than 10% of CSC's operations are in California. Less than 4% of CSC income is attributable to operations in California, and less than 7% of its employees are located in California. The three states with the most CSC employees are Virginia, Maryland, and Texas.

Executed this 25<sup>th</sup> day of November, 2013, in Falls Church, Virginia.

  
Cheralyn S. Cameron



**EXHIBIT 1 to  
DECLARATION OF  
CHERALYN CAMERON IN  
SUPPORT OF NOTICE OF  
REMOVAL OF STATE COURT  
ACTION**

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended March 29, 2013

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_to

Commission File No.: 1-4850



## COMPUTER SCIENCES CORPORATION

(Exact name of Registrant as specified in its charter)

Nevada

95-2043126

(State of incorporation or organization)

(I.R.S. Employer Identification No.)

3170 Fairview Park Drive

Falls Church, Virginia

22042

(Address of principal executive offices)

(zip code)

Registrant's telephone number, including area code: (703) 876-1000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:Name of each exchange on which registered

Common Stock, \$1.00 par value per share

New York Stock Exchange

Preferred Stock Purchase Rights

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ NoIndicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ NoIndicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ NoIndicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ NoIndicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer or a smaller reporting company.

Large accelerated filer ☒Accelerated filer ☐Non-accelerated filer ☐Smaller reporting company ☐Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

As of September 28, 2012, the aggregate market value of stock held by non-affiliates of the Registrant was approximately \$4,956,615,996.

There were 150,228,623 shares of the Registrant's common stock outstanding as of May 3, 2013.

### DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive Proxy Statement for its 2013 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission within 120 days after March 29, 2013, are incorporated by reference into Part III hereof.